

SALE/PURCHASE AGREEMENT

(SELLER: Fresno County Superintendent of Schools – BUYER: the County of Fresno)

THIS SALE /PURCHASE AGREEMENT ("Agreement") is made effective this 25th day of February 2020 ("Effective Date") by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("Buyer"), and the Fresno County Superintendent of Schools ("Seller"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly as a "Party."

RECITALS:

This Agreement is made and entered into with respect to the following facts and circumstances:

- A. Seller is the owner of that certain personal property located at County of Fresno, State of California, APN 030-150-49ST, which includes one communication tower, and one equipment storage shed, and all other personal property that Seller may have any interest in that is affixed to the tower or shed at the time of the Closing Date (collectively, the "Tower and Shed"), all as more particularly described in Exhibit A, attached and incorporated by this reference.
- B. Buyer desires to purchase the Tower and Shed from Seller, and Seller desires to sell the Tower and Shed to Buyer, pursuant to the terms and subject to the conditions set forth herein.
- C. This Agreement expressly excludes the sale of the real property underlying the Tower and Shed ("Real Property"), which is owned by the Golden Plains Unified School District ("Golden Plains"), and is leased by Golden Plains to the Buyer, pursuant to the Lease Agreement contemporaneous with this Sale and Purchase Agreement, dated on the 25th day of February, 2020.

NOW, THEREFORE, in consideration of their mutual covenants herein contained, and for other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I

1 **AGREEMENT TO PURCHASE THE TOWER AND SHED**

2 1.01 **The Tower and Shed.** Subject to all of the terms, covenants, conditions, and provisions
3 of this Agreement, and for the consideration herein set forth, Seller agrees to sell the Tower and
4 Shed to Buyer and Buyer agrees to buy the Tower and Shed from Seller.

5 1.02 **Purchase Price.** The purchase price shall be \$1.00 for the Tower and Shed in "as is"
6 condition ("Purchase Price"). The Purchase Price shall be paid by Buyer to Seller no later than
7 ninety (90) days from Effective Date.

8 1.03 **Effective Date of Sale.** Upon payment by Buyer to Seller of the Purchase Price, Buyer
9 shall own the Tower and Shed, and shall have the right to exclusive possession of the Tower
10 and Shed. The date on which the payment of the Purchase Price occurs shall be the effective
11 date of the sale ("Effective Date of Sale").

12 **ARTICLE II**

13 **POSSESSION, PHYSICAL INSPECTION, AND**

14 **CONDITION OF THE TOWER AND SHED**

15 2.01 **Possession.** Subject to Buyer paying the Purchase Price, and otherwise complying with
16 the terms and conditions of this Agreement to which Buyer is required to comply, Buyer
17 shall have the exclusive right to possess the Tower and Shed on and after the Effective
18 Date of Sale.

19 2.02 **Inspection of the Tower and Shed.** Buyer and Buyer's agents, employees, and
20 representatives (collectively "Buyer's Agents"), may investigate, inspect, and conduct
21 such tests upon the Tower and Shed, and each portion thereof, as Buyer deems
22 necessary or advisable ("Buyer's Inspection"), provided however, such testing shall not
23 in any way cause any damage or destruction or diminution of value to the Tower and
24 Shed, or any portion thereof. Buyer and Buyer's Agents shall complete Buyer's
25 Inspection prior to the date for paying the Purchase Price, as provided in Section 1.02,
26 above.

27 **"As-Is" Purchase. SUBJECT ONLY TO THOSE REPRESENTATIONS AND**
28 **WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 3.01 HEREIN,**

1 BUYER SHALL TAKE TITLE TO THE TOWER AND SHED, IN ITS PRESENT
2 PHYSICAL CONDITION AND ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL
3 FAULTS, DEFECTS AND DEFICIENCIES, WHETHER KNOWN OR UNKNOWN, IT
4 BEING UNDERSTOOD THAT SELLER IS NOT MAKING ANY REPRESENTATIONS
5 OR WARRANTIES WHATSOEVER TO BUYER AS TO THE PHYSICAL CONDITION,
6 INCLUDING WITHOUT LIMITATION, THE STRUCTURAL SOUNDNESS THEREOF,
7 HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE TOWER AND SHED, OR
8 ANY PORTION THEREOF, FOR ANY PARTICULAR USE OR PURPOSE BY BUYER,
9 WHETHER OR NOT SUCH PROPOSED USE OR PURPOSE HAS BEEN
10 COMMUNICATED TO SELLER OR IS DESIRED BY SELLER, NOR IS SELLER
11 MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE
12 PRESENCE, ABSENCE OR PROXIMITY ON, UNDER, IN, OR NEAR THE TOWER
13 AND SHED OF ANY HAZARDOUS, TOXIC, CARCINOGENIC OR OTHERWISE
14 HARMFUL SUBSTANCES, OR SEISMIC FAULTS OR FLOOD HAZARDS, NOR IS
15 SELLER MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO
16 WHETHER OR NOT SUCH PROPERTY COMPLIES OR DOES NOT COMPLY WITH
17 ANY LAWS, REGULATIONS, ORDINANCES, RELATED TO THE CONDITION, USES
18 OR OCCUPANCY THEREOF. SELLER SHALL NOT BE LIABLE FOR ANY LOSS,
19 DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DIMINUTION OF VALUE
20 OF ANY KIND OR NATURE CAUSED TO THE TOWER AND SHED, DIRECTLY OR
21 INDIRECTLY, WHETHER OR NOT SUCH LOSS, DAMAGE (INCLUDING
22 CONSEQUENTIAL DAMAGE) OR DIMINUTION OF VALUE WAS DISCOVERED
23 BEFORE OR AFTER THE CLOSING DATE.

24
25 BUYER ACKNOWLEDGES THAT BUYER HAS SPECIFICALLY READ AND UNDERSTOOD, AND
26 AGREES TO ALL OF THE PROVISIONS OF THIS SECTION 2.03: EBM (BUYER'S
27 INITIALS).

28 ARTICLE III

1 **COVENANTS, WARRANTIES, AND REPRESENTATIONS**

2 3.01 Covenants, Warranties and Representations of Seller. Subject to Section 2.03 herein,
3 Seller hereby makes the following covenants, representations and warranties, and
4 acknowledges that Buyer's execution of this Agreement has been made and Buyer's
5 acquisition of the Tower and Shed will be made in material reliance by Buyer on these
6 covenants, representations and warranties.

- 7
- 8 (a) Authority and Ownership. As set forth above, Seller has made all findings
9 necessary and convenient to convey the Tower and Shed to Buyer, and Seller
10 has the authority to enter into this Agreement and to perform all covenants and
11 obligations and make all representations and warranties herein contained. The
12 person executing this Agreement on behalf of Seller is duly authorized to enter
13 into and bind Seller to the terms and conditions of this Agreement. Furthermore,
14 Seller covenants that Seller owns the Tower and Shed without legal limitation or
15 encumbrance, as evidenced by Exhibit A – Proof of Ownership, which is attached
16 hereto and is incorporated by this reference.
- 17 (b) No Violation. Neither this Agreement nor anything provided to be done
18 hereunder violates or will violate any contract, agreement or instrument to which
19 Seller is a party or bound.
- 20 (c) Governmental Violations. To the best of Seller's knowledge, Seller has no
21 actual, current knowledge of any written notice of pending and unresolved
22 violations of County, State, or Federal building, Federal Aviation Administration
23 ("FAA"), Federal Communications Commission ("FCC"), zoning, fire, or health
24 codes or ordinances, or other governmental regulation, filed or issued in writing
25 against Seller concerning the Tower and Shed.
- 26 (d) Eminent Domain. To the best of Seller's knowledge, Seller has no actual, current
27 knowledge of any pending or threatened proceedings in eminent domain or
28 otherwise that would affect the Tower and Shed.

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- 2 (e) Litigation. To the best of Seller's knowledge, Seller has no actual, current
- 3 knowledge of any actions, suits, claims, legal proceedings pending or threatened
- 4 in writing against Seller involving the sale of the Tower and Shed to Buyer, at law
- 5 or in equity, before any court or governmental agency.
- 6 (f) Encumbrances. Seller has not permitted any liens, encumbrances, or
- 7 easements to be placed on the Tower and Shed, or any portion thereof, and
- 8 Seller has not entered into any agreement with any third parties regarding the
- 9 sale, lease, management, repair, improvement, or any other matter affecting the
- 10 Tower and Shed that would be binding on Buyer or the Tower and Shed after the
- 11 Closing Date. To Seller's current knowledge, and after reasonable investigation,
- 12 Golden Plains has not permitted any liens on the Real Property, or allowed any
- 13 liens or claims to be placed against the Tower and Shed.
- 14 (g) Performance. Seller shall timely perform and comply with all of Seller's
- 15 covenants and agreements contained herein, and shall satisfy all conditions
- 16 contained herein, that Seller is required to perform, comply with or satisfy under
- 17 this Agreement.

18 3.02 Covenants, Warranties and Representations of Buyer. Buyer hereby makes the

19 following covenants, representations and warranties and acknowledges that Seller's

20 execution of this Agreement has been made and Seller's sale of the Tower and Shed

21 will be made in material reliance by Seller on these covenants, representations and

22 warranties:

- 23 (a) Authority. Buyer has the full power, authority, and legal capacity to enter into and
- 24 to perform Buyer's obligations under this Agreement, to purchase the Tower and
- 25 Shed as provided herein, without the need for obtaining the consent or approval
- 26 of any other person, court or governmental agency, body or subdivision. The
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1 person(s) executing this Agreement shall bind Buyer to the terms and conditions
2 of this Agreement.

3 (b) Litigation. To the best of Buyer's knowledge, Buyer has no actual, current
4 knowledge of any actions, suits, claims, legal proceedings pending or threatened
5 in writing against Buyer involving the purchase of this Tower and Shed from
6 Seller, at law or in equity, before any court or governmental agency.

7 (c) No Prospective Violations. To the best of Buyer's knowledge, Buyer has no
8 current, actual knowledge, that the execution and delivery of this Agreement, or
9 the consummation of the transactions contemplated by this Agreement, violates
10 or will violate any contract, agreement or instrument, or loans or financing
11 agreements, of or for the Tower and Shed to which Buyer is a party or bound.

12 (d) Encumbrances. Buyer has not entered into any other agreement regarding the
13 sale, lease, management, repair, improvement, or any other matter affecting the
14 Tower and Shed that would be binding on Seller of the Tower and Shed.

15 (e) Performance. Buyer shall timely perform and comply with all covenants and
16 agreements, and satisfy all conditions that Buyer is required to perform, comply
17 with, or satisfy under this Agreement.
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19 ARTICLE IV

20 CONDITIONS PRECEDENT

21 4.01 Conditions Precedent to Seller's Obligation to Perform. Seller's obligation to perform as
22 set forth herein is hereby expressly conditioned on satisfaction of each and every one of the
23 following conditions precedent:

24 (a) Buyer shall have timely and fully performed each of the acts to be performed by it
25 hereunder prior to their respective deadlines provided in subsection 1.03 herein.
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1 (b) Each of Buyer's representations and warranties set forth in Section 3.02 herein shall
2 be true at the time of executing this Agreement, and at the time of Closing Date, as if
3 affirmatively made at that time.

4 The foregoing conditions are solely for the benefit of Seller, any or all of which may be waived in writing
5 by Seller in Seller's sole discretion.

6 4.02 Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform
7 as set forth herein is expressly conditioned on the satisfaction of each and every one of the
8 following conditions precedent:

- 9 (a) Seller shall have timely and fully performed every act to be performed by it
10 hereunder.
- 11 (b) Each of the representations and warranties of Seller contained in Section 3.01
12 herein shall be true at the time of executing this Agreement, and as of the
13 Closing Date as if affirmatively made at that time.
- 14 (c) Buyer's inspections and investigations of the Tower and Shed reveal no
15 conditions that, in the Buyer's sole and absolute discretion, render the Tower and
16 Shed unsuitable for the Buyer's intended use.

17 The foregoing conditions are solely for the benefit of Buyer, any or all of which may be waived in writing
18 by Buyer in Buyer's sole discretion.

19 **ARTICLE V**

20 **MISCELLANEOUS**

21 5.01 Survival and Indemnity. Delivery of instruments, conveyances of the Tower and Shed,
22 and payment of consideration therefor, the Parties agree that the respective representations,
23 warranties, covenants, indemnities, and agreements made by each such Party pursuant to this
24 Agreement, shall survive the termination of this Agreement, and each Party agrees to indemnify,
25 defend, and hold the other harmless from and against any and all claims, demands, losses,
26 obligations, damages, liabilities, causes of action, costs, and expenses (including, without
27 limitation, attorney's, paralegals' and other professionals' fees and costs) arising out of or in
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1 connection with a breach by the indemnifying Party of any such representation, warranty,
2 covenant, or agreement.

3 5.02 No Broker. Each of the Parties hereto warrants and represents to and for the benefit of
4 the other that it has not caused liability for payment of a broker's commission or finder's fee to
5 be incurred with respect to any of the transactions which are the subject of this Agreement, and
6 both Buyer and Seller agree to indemnify and hold harmless the other from and against any
7 liability for that Party's incurrence of such commission or fee, if any.

8 5.03 Notices. All notices under this Agreement shall be in writing, and be either
9 personally served, sent by (i) United States Postal Service, with postage prepaid, or (ii) a
10 nationally recognized overnight courier service, and addressed to the respective as Parties as
11 follows:

To Buyer:	COUNTY OF FRESNO
	Internal Services Department
	333 W. Pontiac Way
	Clovis, California 93612
	Attn: Director of Internal Services/Chief Information Officer
	Telephone (559) 600-6200

With a Copy to:	County Counsel's Office
	COUNTY OF FRESNO
	2220 Tulare Street, Suite 500
	Fresno, California 93721
	Telephone (559) 600-3479

To Seller:	Fresno County Superintendent of Schools – Facilities and Operations Department
	1111 Van Ness Ave

	Fresno, CA 93721
	Telephone (559) 497-3705

or to such person or at such other place as either Party may from time to time designate by written notice to the other Party.

Notice given in the foregoing manner shall be deemed sufficiently given for all purposes hereunder on the date such notice was (i) personally delivered, deposited and postmarked with the United States Postal Service, or (ii) sent by a nationally recognized overnight courier service, and such Party shall otherwise comply with this Section 7.03 concerning the giving of notice in such manner, provided further that, in any event, notices of changes of address or termination of this Agreement shall not be effective until actual receipt.

Notices given hereunder shall not be amendments or modifications to this Agreement.

5.04 Entire Agreement. This Agreement, including the attached Exhibit A – Proof of Ownership, and all related documents referred to in this Agreement or in the related documents, and the rights and obligations of the Parties hereto, constitutes the entire Agreement between Buyer and Seller with respect to the subject matter hereof, and supersedes all other Agreement negotiations, proposals, commitments, oral statements, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

5.05 Amendment. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing by duly authorized representatives of both Parties.

5.06 Successors. The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assignees of the respective Parties.

5.07 Assignment. Neither Party may assign this Agreement, or transfer any of its rights or obligations under this Agreement, or delegate any of its obligations under this Agreement, without the prior express written consent of the other Party. Any such assignment or attempted

1 assignment, transfer or attempted transfer, delegation or attempted delegation (in any such
2 event whether voluntary or by operation of law) without such consent shall be null and void.

3 5.08 Governing Law. This Agreement, including attached Exhibit A – Proof of Ownership
4 hereto, and the rights and obligations of the Parties hereto, shall be governed in all respects,
5 including validity, interpretation, and effect, by the laws of the state of California. For purposes
6 of venue, the performance of this Agreement shall be deemed to be in Fresno County,
7 California. In the event of any litigation between the Parties arising out of or related to this
8 Agreement, venue for such litigation shall only be Fresno County, California.
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10 5.09 Headings. The subject headings of the paragraphs of this Agreement are
11 included for purposes of convenience only and shall not affect the construction or interpretation
12 of any of the provisions herein.

13 5.10 Counterparts. This Agreement may be executed by the Parties in different
14 counterparts, all of which together shall constitute one agreement, even though all Parties may
15 not have signed the same document.

16 5.11 Time. Time is of the essence of this Agreement.

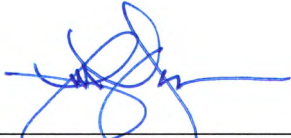
17 5.12 No Third Party Beneficiaries. Notwithstanding anything stated to the contrary herein,
18 there shall not be any intended third party beneficiaries of this Agreement.

19 5.13 Partial Invalidity. If any provision in this Agreement is held by a court of competent
20 jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless
21 continue in full force without being impaired or invalidated in any way, unless it would be
22 unreasonable to do so in light of the object of this Agreement as a whole.

23
24 (Signature Page Follows)
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

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4 **SELLER:**

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7 Jim A. Yovino, Superintendent Fresno
8 County Superintendent of Schools

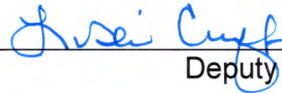
BUYER:
COUNTY OF FRESNO

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12 Ernest Buddy Mendes, Chairman of the Board
13 of Supervisors of the County of Fresno

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15 **ATTEST:**
16 Bernice E. Seidel
17 Clerk of the Board of Supervisors
18 County of Fresno, State of California

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By:


Deputy

FOR ACCOUNTING USE ONLY:
FUND: 1020
SUBCLASS: 10000
ORG No.: 8905
ACCOUNT No.: 7304

Exhibit A
Proof of Ownership

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3 COMMUNICATION TOWER AND SHED OWNERSHIP AGREEMENT

4 BETWEEN

5 THE FRESNO COUNTY SUPERINTENDENT OF SCHOOLS

6 AND THE GOLDEN PLAINS UNIFIED SCHOOL DISTRICT

7 THIS COMMUNICATION TOWER AND SHED OWNERSHIP AGREEMENT ("Agreement") is made
8 and entered into this 14 day of JAN, 2019 by and between the Fresno County Superintendent of
9 Schools, 1111 Van Ness Avenue, Fresno, CA 93721 ("FCSS") and the Golden Plains Unified School
10 District, 22000 Nevada Street, San Joaquin, CA 93660 ("GPUUSD") collectively referred to in this
11 Agreement as "Parties" and each referred to individually as a "Party".

- 12 1. Background. GPUUSD acquired the real property located at APN 030-150-49ST, Tranquillity, CA
13 93668 ("Premises") on or about March 9, 1956. At an unknown date, but no earlier than 1968,
14 and no later than 1970, FCSS, with the permission of GPUUSD, constructed and sited a 250-foot
15 communications tower and a single story 10x15"equipment shed with composite roof and air
16 conditioning system (collectively "Tower and Shed") on the Premises, which was owned by
17 GPUUSD. The description of the Tower and Shed are attached as Exhibit 1, and are incorporated
18 by this reference. Neither FCSS nor GPUUSD currently possesses documentation to
19 independently establish the Parties' respective ownership interests in the Tower and Shed. The
20 Parties therefore desire to confirm and codify their understandings of and commitments to their
21 respective ownership interests in the Tower and Shed.
- 22 2. Purpose. The purpose of this Agreement is to memorialize the understandings, rights and
23 obligations of the Parties with respect to the ownership of the Tower and Shed.
- 24 3. Retroactive Agreement. It is the mutual intention of the Parties that this Agreement apply
25 retroactively back to the date of the Tower and Shed's initial construction and location at the
26 Premises.

27 IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES THAT:
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- 1 1. GPUSD warrants, covenants and represents that it has no ownership interest or other rights in
2 the Tower and Shed, and GPUSD further hereby releases any and all interest that it may have,
3 even if unknown, in the Tower and Shed.
- 4 2. GPUSD and FCSS warrant, covenant and represent that there are no other third party claims or
5 rights of any other person/entity or any encumbrance or lien on or affecting the Tower and
6 Shed.
- 7 3. FCSS has and shall maintain a full and complete personal property ownership interest in the
8 Tower and Shed, until such time as FCSS transfers, sells, or diminishes that ownership interest
9 by to the County.
- 10 4. GPUSD grants a perpetual leasehold interest in the Premises upon which the Tower is located
11 to FCSS, specifically for the placement, use, and continued maintenance of the Tower and
12 Shed.
- 13 5. This Agreement shall be approved or ratified by the governing board of GPUSD ("GPUSD
14 Board") pursuant to Education Code § 17604, and a true and correct copy of the approving or
15 ratifying motion of the GPUSD Board shall be attached as Exhibit 2, and incorporated by this
16 reference.
- 17 6. Governing Law. This Agreement, including all exhibits hereto, and the rights and
18 obligations of the Parties hereto, shall be governed in all respects, including validity,
19 interpretation, and effect, by the laws of the state of California. For purposes of venue, the
20 performance of this Agreement shall be deemed to be in Fresno County, California. In the event
21 of any litigation between the Parties, or between the Parties and the County of Fresno, arising
22 out of or related to this Agreement, venue for such litigation shall only be Fresno County,
23 California.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first hereinabove written.

**GOLDEN PLAINS UNIFIED SCHOOL
DISTRICT**

**FRESNO COUNTY SUPERINTENDENT OF
SCHOOLS**

[Signature]
Name, title *Chief Business officer*

Dr. Kathryn Catania
Jim A. Yovino, Superintendent
Dr. Kathryn Catania, Deputy Superintendent

1/14/20
Date:

Date:

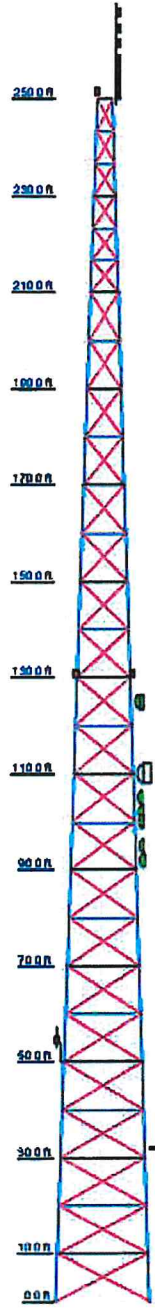
Exhibit 1 – Description of Tower and Shed

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Section	1A	1B	1C	1D	1E	1F	1G	1H	1I	1J	1K	1L	1M	1N	1O	1P	1Q	1R	1S	1T	1U	1V	1W	1X	1Y	1Z				
Legs	L3x12@12' Rod		L3x12@12' Rod		L3x12@12' Rod		L3x12@12' Rod		L3x12@12' Rod		L3x12@12' Rod		L3x12@12' Rod		L3x12@12' Rod		L3x12@12' Rod		L3x12@12' Rod		L3x12@12' Rod		L3x12@12' Rod		L3x12@12' Rod					
Leg Size	L3x12		L3x12		L3x12		L3x12		L3x12		L3x12		L3x12		L3x12		L3x12		L3x12		L3x12		L3x12		L3x12		L3x12			
Diagonal	A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30			
General Code	A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30		A471-30	
Top Chm	2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4		2x2x1/4	
Horizontal	N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.	
Foot Width (ft)	18.372		18.372		18.372		18.372		18.372		18.372		18.372		18.372		18.372		18.372		18.372		18.372		18.372		18.372		18.372	
# Panels @ (ft)	33'x4'		33'x4'		33'x4'		33'x4'		33'x4'		33'x4'		33'x4'		33'x4'		33'x4'		33'x4'		33'x4'		33'x4'		33'x4'		33'x4'		33'x4'	



MAX. CORNER REACTIONS AT BASE:
 DOWN: 190505 lb
 UPLIFT: -181387 lb
 SHEAR: 21610 lb

AXIAL: 45135 lb
 MOMENT: 4763384 lb-ft

SHEAR: 41884 lb

TORQUE: 12000 lb-ft
 REACTIONS - 65 mph WIND

DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
20 FT DIPOLE ANT W/ MT (EXISTING)	250	3 FT GRID DSH W/ MT (EXISTING)	108
8 FT DIPOLE ANT W/ MT (EXISTING)	250	3 FT GRID DSH W/ MT (EXISTING)	102
8 FT PIPE MOUNT (EXISTING)	250	3 FT GRID DSH W/ MT (EXISTING)	100
BEACON LIGHT W/ MT (EXISTING)	250	3 FT GRID DSH W/ MT (EXISTING)	99
WARNING LIGHT W/ MT (EXISTING)	130	3 FT GRID DSH W/ MT (EXISTING)	92
WARNING LIGHT W/ MT (EXISTING)	120	1 FT PANEL ANT W/ MT (EXISTING)	54
WARNING LIGHT W/ MT (EXISTING)	120	4 FT PIPE MT (EXISTING)	54
3 FT HP DSH W/ MT (EXISTING)	125	1 FT W/ ANT W/ MT (EXISTING)	54
4 FT HP DSH W/ MT (EXISTING)	110	YAGI ANT W/ MT (EXISTING)	30

SYMBOL LIST

MARK	SIZE	MARK	SIZE
A	L3x12@12' Rod	C	L3x12@12' Rod
B	L3x12@12' Rod	D	L3x12@12' Rod

MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-55	55 ksi	70 ksi	A500-50	50 ksi	70 ksi

TOWER DESIGN NOTES

1. Tower is located in Fresno County, California.
2. Tower designed for Exposure C to the TIA-222-G Standard.
3. Tower designed for a 65 mph basic wind in accordance with the TIA-222-G Standard.
4. Deflections are based upon a 60 mph wind.
5. TOWER RATING: 87.3%


 <p>Platinum Engineering 10648 N. Hwy 41 Madera, CA 93638 Phone: (559) 439-0500 FAX: (559) 439-6433</p>	<p>2016-5234</p>
	<p>250 ft. SS Tower, Tranquility, CA</p>
	<p>FCOE</p>
	<p>TIA-222-G</p>
<p>drajmer</p>	<p>11/15/16</p>
<p>NTD</p>	<p>E-1</p>

Exhibit 2 - Ratifying Motion of the GPUSD Board

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**GOLDEN PLAINS UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR BOARD MEETING
Tuesday, January 14, 2020
Tranquillity High School/Library
6052 Juanche
Tranquillity, CA 93668
6:00 p.m. Open Session**

MINUTES

6.2 Moved by Trustee Fairless, and seconded by Trustee Fernández, to approve the Communication Tower & Shed Agreement as presented.

Motion Carried; 5/0/2/0:

Vote: Morales: Absent; Chaffin Yes; Fairless: Yes; Fernández: Yes; Parra: Yes; Rossetti: Yes; Rodríguez: Absent; Trujillo: Yes: